

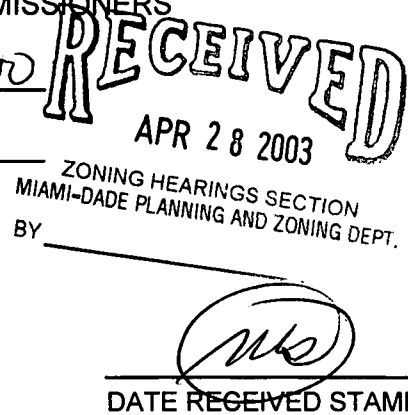
PETITION OF APPEAL FROM DECISION OF  
MIAMI-DADE COUNTY COMMUNITY ZONING APPEALS BOARD  
TO THE BOARD OF COUNTY COMMISSIONERS

CHECKED BY \_\_\_\_\_ AMOUNT OF FEE 399.00

RECEIPT # \_\_\_\_\_

DATE HEARD: 1 / 1 / \_\_\_\_\_

BY CZAB # \_\_\_\_\_



\*\*\*\*\*

This Appeal Form must be completed in accordance with the "Instruction for Filing an Appeal" and in accordance with Chapter 33 of the Code of Miami-Dade County, Florida, and return must be made to the Department on or before the Deadline Date prescribed for the Appeal.

RE: Hearing No. 03-3-CZ12-2/02-328

Filed in the name of (Applicant) LORENA MARMOL & DENISE CATOIRA

Name of Appellant, if other than applicant \_\_\_\_\_

Address/Location of APPELLANT'S property: 1209 SUNSET DRIVE  
MIAMI, FL 33143

Application, or part of Application being Appealed (Explanation): ENTIRE APPEALABLE  
APPLICATION

Appellant (name): LORENA MARMOL & DENISE CATOIRA  
hereby appeals the decision of the Miami-Dade County Community Zoning Appeals Board with reference to the above subject matter, and in accordance with the provisions contained in Chapter 33 of the Code of Miami-Dade County, Florida, hereby makes application to the Board of County Commissioners for review of said decision. The grounds and reasons supporting the reversal of the ruling of the Community Zoning Appeals Board are as follows:  
(State in brief and concise language)

This application met all requirements and standards  
provided for the Miami-Dade County Code for  
district boundry changes. The application resulted in  
no change to levels of service standards and, it is  
consistant with the comprehensive Development Master Plan  
and compatible with surrounding area. Based on the  
foregoing, the county's professional staff recommended  
approval of the application. Applicants were also denied Due Process.

APPLICANT MUST SIGN THIS PAGE

Date: 25 day of April, year: 2003

Signed *Lorena Marmol*

Lorena Marmol

Print Name

1209 Sunset Drive

Mailing Address

Miami

FL

33143

(305) 661-6123

Phone

Fax

**REPRESENTATIVE'S AFFIDAVIT**

If you are filing as representative of an association or other entity, so indicate:

Representing

Signature

Print Name

Address

City

State

Zip

Telephone Number

Subscribed and Sworn to before me on the 25 day of April, year 2003

*David Louis Burg*  
Notary Public

(stamp/seal)

Commission expires:



**APPELLANT'S AFFIDAVIT OF STANDING**  
(must be signed by each Appellant)

STATE OF FL

COUNTY OF Miami-Dade

Before me the undersigned authority, personally appeared Lorena Marmol  
(Appellant) who was sworn and says that the Appellant has standing to file the attached appeal  
of a Community Zoning Appeals Board decision.

The Appellant further states that they have standing by virtue of being of record in Community  
Zoning Appeals Board matter because of the following:

(Check all that apply)

- ☐ 1. Participation at the hearing  
☒ 2. Original Applicant  
☐ 3. Written objection, waiver or consent

Appellant further states they understand the meaning of an oath and the penalties for perjury,  
and that under penalties of perjury, Affiant declares that the facts stated herein are true.

Further Appellant says not.

**Witnesses:**

Giancarlo Herrero  
Signature

GIANCARLO HERRERO  
Print Name

Adrian Lorenzo  
Signature

ADRIAN LORENZO  
Print Name

Lorena Marmol  
Appellant's signature

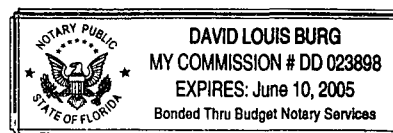
Lorena Marmol  
Print Name

Sworn to and subscribed before me on the 28 day of April, year 2003.

Appellant is ~~personally known to me or~~ has produced F.D.L. as  
identification.

David Louis Burg  
Notary  
(Stamp/Seal)

Commission Expires:



Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

Receipt # X

# **ZONING HEARING APPLICATION**

## **MIAMI-DADE COUNTY**

ALL FOLIO NUMBERS ARE REQUIRED

30- 4130-000-0085

**RECEIVED**  
02328  
NOV 06 2002

ZONING HEARINGS SECTION  
MIAMI-DADE PLANNING AND ZONING DEPT.

BY \_\_\_\_\_

Date Received Stamp

PLEASE TYPE OR PRINT LEGIBLY, IN INK, ALL INFORMATION ON APPLICATION

1. Name of Applicant Cattoira Montessori School

a. if applicant is owner, give name exactly as recorded on deed.

b. if applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.

c. if applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest from must be completed.

Mailing Address 1209 Sunset Drive

City Miami State FL Zip 33143

Tel. # (during working hours) (305) 661-6123 Other (305) 586-2609

2. Name of Property Owner Charlotte Kassab & Michael Logue

Mailing Address 8603 S Dixie Hwy #409

City Miami State FL Zip 33143

Tel. # (during working hours) (305) 663-2111 Other \_\_\_\_\_

3. Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. # (during working hours) \_\_\_\_\_ Other \_\_\_\_\_

### 4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- if subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- if metes and bounds description, provide complete description, (including section, township and range).
- submit 7 copies of a survey if property is odd-shaped (1" to 300' scale).
- if separate requests apply to different areas, provide the legal description of each area covered by a separate request.
- attach a separate, typed sheet if necessary. Verify the legal is correct.

3054 41.803 AC BEG 200 FT W + 50 FT OF SE  
COR OF E 1/2 OF SE 1/4 OF SW 1/4 TH CONT  
W 175 FT N 200 FT E 175 FT 5200 FT TO POB  
FKA Lots 5 THU 7 & 16 THU 18

5. Address or location of subject property: 1209 Sunset Drive  
33143

6. Size of property: 201 ft. X 175 ft. Acres 35,175 = .808 Acres

7. Date subject property acquired ☐ or leased ☒ 07/1 day of 2002

Term of lease \_\_\_\_\_ years/months.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property".)

(No)

9. Is there an option to purchase ☒ or lease ☒ the subject property or property contiguous thereto? ☐ yes or ☐ no

If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): EUM

11. REQUEST(S) COVERED UNDER THIS APPLICATION:

Please check the appropriate box and give a brief description of the nature of the request in the space provided. Be advised that all zone changes require a special exception to permit site plan approval except for rezoning to residential of 3 acres or less.

☐ District Boundary (Zone) Change(s):  
Zone classifications requested \_\_\_\_\_

☐ Special Exception to permit Site Plan Approval for \_\_\_\_\_

☒ Unusual Use \_\_\_\_\_

☐ Use Variance \_\_\_\_\_

☐ Non-use Variance \_\_\_\_\_

☒ Special Exception to Permit a Private School

☐ Modification of previous resolution/plan \_\_\_\_\_

☐ Modification of Declaration or Covenant \_\_\_\_\_

12. Has a public hearing been held on this property within the last year & a half? ☐ yes ☒ no

If yes, applicant's name \_\_\_\_\_

Date of hearing \_\_\_\_\_

Nature of hearing \_\_\_\_\_

Decision of hearing \_\_\_\_\_

Resolution # \_\_\_\_\_

13. Is this hearing being requested as a result of a violation notice? ☐ yes ☒ no

If yes, give name to whom violation notice was served \_\_\_\_\_

Nature of violation \_\_\_\_\_

14. Are there any existing structures on the property? ☒ yes ☐ no

If yes, briefly describe 1 home & 1 cottage (guest house)

15. Is there any existing use on the property? ☒ yes ☐ no

If yes, what is the use and when was it established? Use Residential

Established \_\_\_\_\_

APPLICANT'S AFFIDAVIT  
OWNER OR TENANT AFFIDAVIT

I, Charlotte Kassar, being first duly sworn, depose and say that I am the ☒ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

Charlotte Kassar  
Signature

Sworn to and subscribed to before me  
this 27 day of Sept., 2002

Robert Herrera  
Notary Public

Commission Expires

ROBERTO HERRERA  
Notary Public, State of Florida  
My Comm. Exp. Sept. 3, 2006  
Comm. No. DD 146636

\*\*\*\*\*

CORPORATION AFFIDAVIT

We, \_\_\_\_\_, being first duly sworn, depose and say that we are the ☐ President ☐ Vice President, and ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

\_\_\_\_\_  
President's Signature

(Corp. Seal)

ATTEST:

\_\_\_\_\_  
Secretary's Signature

Sworn to and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

\*\*\*\*\*

PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; that all answers to the questions in said application and all sketches, data, and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said partnership is the ☐ owner/ ☐ tenant of the property described herein which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and hearing advertised.

\_\_\_\_\_  
Name of Partnership)

By \_\_\_\_\_ %  
By \_\_\_\_\_ %

By \_\_\_\_\_ %  
By \_\_\_\_\_ %

Sworn to and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

\*\*\*\*\*

ATTORNEY AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketch data and other supplementary matter attached and made a part of this application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

\_\_\_\_\_  
Signature

Sworn to and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

OWNERSHIP AFFIDAVIT  
FOR  
INDIVIDUAL

STATE OF FL

Public Hearing No. \_\_\_\_\_

COUNTY OF Dade

Before me, the undersigned authority, personally appeared Sept 27, 2002,  
hereinafter the Affiant, who being duly sworn by me, on oath, deposes and says:

1. Affiant is the fee owner of the property, which is the subject of the proposed hearing.
2. The subject property is legally described as:  
1209 Sunset Drive  
Miami FL 33134
3. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]  
Signature  
Philip S. Logg  
Print Name  
[Signature]  
Signature  
Bryan Falman  
Print Name

[Signature]  
Affiant's signature  
Charlotte Kassak  
Print Name

Sworn to and subscribed before me on the 27 day of September,  
2002. Affiant is personally known to me or has produced FL. DR. LIC as  
identification.

ROBERTO HERRERA  
Notary Public, State of Florida  
My comm. exp. Sept. 3, 2006  
Comm. No. DD 146636

[Signature]  
Notary Public-State of FL

My Commission Expires:

**Owner's Sworn-to-Consent  
Permitting Tenant to File for a Hearing**

On behalf of Charlotte Kassab, a \_\_\_\_\_ (state)  
corporation, \_\_\_\_\_ being first duly sworn, deposes and says that as  
the President/Vice-President, or CEO (circle one) of the aforesaid Corporation, which is the Owner of  
the property legally described below and which is the subject property of the proposed hearing, does  
hereby grant consent to Lorena Maimol + Denise Catoira as Tenant to file this application for  
a public hearing.

Legal Description: 1209 Sunset Drive  
3054 41.8B AC REG 200ft W + 50ft of SE  
COR. of E 1/2 of SE 1/4 of SW 1/4 TH CONT  
W 175ft N 200ft E 175ft S 200ft to POB FKA 101S  
5 THRU 7E 16 TH 18

**Witnesses:**

Hilda M. Bobonis

Signature

HILDA M. Bobonis

Print Name

Loyda Herrera

Signature

LOYDA Herrera

Print Name

Name of Corporation \_\_\_\_\_

Address: \_\_\_\_\_

By \_\_\_\_\_

President, Vice-President or CEO\* (circle one)

[\*Note: All others require attachment of original  
corporate resolution of authorization]

STATE OF FloridaCOUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, of \_\_\_\_\_ corporation, on behalf of  
the corporation. He/She is personally known to me or has produced  
\_\_\_\_\_, as identification.

Witness my signature and official seal this 12 day of November  
2002, in the County and State aforesaid.

ROBERTO HERRERA

Notary Public, State of Florida

My Commission Expires Sept. 3, 2006

Comm. No. DD 146636

Notary Public-State \_\_\_\_\_

Roberto Herrera

Print Name



Date: 9 / 27 / 02

Public Hearing No: \_\_\_\_\_

## RESPONSIBILITIES OF THE APPLICANT

### PLEASE READ CAREFULLY BEFORE SIGNING.

I hereby acknowledge that I am aware that the Department of Environmental Resources Management (DERM), the Public Works Department, and other County agencies review each zoning application and proffer comments that may affect its scheduling and outcome. These comments sometimes include requirements for an additional public hearing before DERM's Environmental Quality Control Board, (the EQCB) or other County boards, and/or the preparation and execution of agreements to run with the land which are recorded, prior to scheduling. I understand that it is my responsibility as the applicant or applicant's representative to promptly follow through with the Compliance of DERM or Public Works requirements or to advise this office in writing if the application will not go forward and may be considered withdrawn. Contact with the above mentioned agencies is advised during the hearing process. You may obtain the telephone numbers and locations of the reviewing departments at the Zoning hearings Counter.

**Fees:** Further I understand that the hearing fees paid at the time of filing may not be the total cost of the hearing, that I will be advised of the following fees which must be paid promptly: additional radius fee, deferral or readvertising fee (if applicant requests deferral), revision fee, and/or other fees assessed for changes or additions to the hearing application or plans. I am aware that applications withdrawn within 60 days of the date of filing are eligible for refund of 50% of the hearing fee. After that time, hearings that are withdrawn or returned for inaction will not be eligible for a refund.

**Permit Requirements:** I also understand that the South Florida Building Code may contain requirements that affect my ability to obtain a required building permit from the Department of Planning, Development and Regulations (10th Floor) for my project, even if my zoning application is approved at public hearing. I am aware that a Building Permit is required for all construction and that I am responsible for obtaining the required permits, all required inspections, and the Certificate of Use and Occupancy or Certificate of Completion for any and all structures and additions whether proposed or existing without permits. Additionally, I am aware that a Certificate of Use and Occupancy must be obtained for the use of the property, after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or Use and Occupancy will result in the initiation of Enforcement action against the occupant and owner. I further understand that submittal of the Zoning Hearing application will not necessarily forestall enforcement action against the property.

**Residential construction within 2 miles of a Blasting Site:** Persons applying for a residence or residential development located within two miles of a permitted rock mining operation where blasting is permitted must record in the public records of Miami-Dade County a notice that the proposed development is within two miles of the blasting site, prior to the issuance of the first development permit. The notice must provide the location of the blasting site and state that such blasting is regulated by Chapter 13 of the Code of Metropolitan Miami-Dade County. Notice must be given to and signed by buyers with purchase contracts within the development. Maps showing permitted rock mining operations where blasting is permitted in Miami-Dade County are available in the Department of Planning, Development and Regulation (DPDR) and in the Public Works Department. Any developer may request a written opinion from the Director of Public Works as to whether a development is located within the two-mile area.

  
(Signature)

Charlotte Kassab  
(Print Name)

Notary: Sworn to and subscribed before me this  
29 day of Sept., 2002

  
Notary Public - State of Florida

My commission expires Sept. 3, 2006

ROBERTO HERRERA  
Notary Public, State of Florida  
My comm. exp. Sept. 3, 2006  
Comm. No. DD 146636

RECEIVED  
202-328  
MAR 05 2003

ZONING HEARINGS SECTION  
MIAMI-DADE PLANNING AND ZONING DEPT.

Form A310

**RESIDENTIAL LEASE**  
Apartment — Condominium — House

BY

BC

BY THIS AGREEMENT made and entered into on Feb 1, 2003  
between Lorena Marmol + Denise Catoira, herein referred to as Lessor,  
and Charlotte Kassab + Mike Logue, herein referred to as Lessee,  
Lessor leases to Lessee the premises situated at 1209 Sunset Drive  
in the City of Miami, County of  
Miami, State of Florida 33143, and more particularly described as  
follows:  
together with all appurtenances, for a term of years, to commence on Feb 1, 2003,  
and to end on Feb 1, 2004.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the  
sum of Two thousand nine hundred dollars Dollars  
(\$ 2900 ) per month in advance on the 1<sup>ST</sup> day of each calendar month beginning  
19, at City  
of, State of, or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor  
Five thousand eight hundred Dollars  
(\$ 5,800 ), receipt of which is acknowledged by Lessor, as security for the faithful  
performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and  
faithful performance by him of the provisions hereof. This is for security deposit  
not for last month's rent.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants  
herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the  
agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively  
as a private single family residence, and neither the premises nor any part thereof shall be used at any time  
during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of  
any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all  
the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the  
cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto,  
during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no  
more than persons, consisting of adults and children under the age of  
years, without the written consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises,  
including the grounds and all buildings and improvements, and that they are, at the time of this lease, in  
good order, repair, and a safe, clean, and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall  
not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A  
consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent  
to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession,  
or license without the prior written consent of Lessor, or an assignment or subletting by operation of law,  
shall be void and shall, at Lessor's option, terminate this lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on  
the demised premises or construct any building or make other improvements on the demised premises  
without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed,  
or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to  
the premises and movable personal property, shall, unless otherwise provided by written agreement between  
Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner  
termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially  
damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee,  
family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement  
of rent corresponding with the time during which, and the extent to which, the leased premises may have  
been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or  
willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to  
rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.



0 53926 20045 0

10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that shall be provided by Lessor.

12. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

13. **Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

14. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

15. **Display of Signs.** During the last 60 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. *Landlord has the right to show property the last 45 days.*

16. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 3 days' written notice served by either Lessor or Lessee on the other party.

18. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. **Other Terms:** *Rent is due on the 1st in our office. On the 5th the late fee is \$200, on the 8th the late fee is \$300. After the 9th, tenant is in default + agrees to vacate the home.*  
IN WITNESS WHEREOF, the parties have executed this lease at  
the day and year first above written.

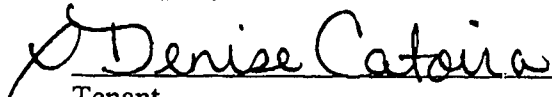
*Lorna Mariuf*  
Lessor

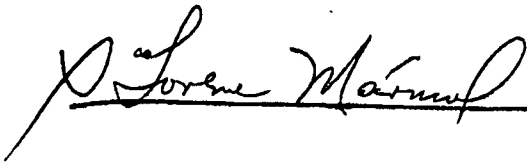
*Denise Catolina*  
Lessee

## Addendum to Lease

1209 Sunset

- 1) Tenant agrees to wash A/C filter every three weeks. Tenant agrees to pay for repairs to A/C unit caused by failure to clean filter. Landlord will pay for mechanical failures.
- 2) Tenant agrees to put all garbage in sealed garbage bag and to place in garbage containers. All boxes and containers must be put in a bag or the garbage service will not collect it. Tenant agrees to pick up papers that may become scattered around his/her part of the yard either from his/her garbage cans on anything that blows into the yard.
- 3) Tenant to put electricity and water in his/her name on the day she takes possession of the home.
- 4) Landlord will pay for yard care.
- 5) Tenant agrees to pay for any damage caused by pet.
- 6) Tenant agrees to notify owner immediately of a problem at the home.
- 7) Tenant understands the apartment does not have assigned parking.
- 8) Tenant understands that the building is an older property and agrees not to pour anything other than normal liquids down the sink and to flush only small quantities of paper down the toilet.
- 9) Tenant agrees to quiet enjoyment of the property and to cease loud noise or music between the hours of 9:30pm to 8 a.m.
- 10) Rent is due on the first of each month at First Choice Mortgage, 8603 South Dixie Highway, Suite 409, Miami, FL 33143. Tel (305) 663-2111. If rent arrives on the 5<sup>th</sup>, the tenant agrees to pay a \$200 late fee. As of the 8<sup>th</sup>, the late fee is \$300. As of the 9<sup>th</sup>, the tenant will be in default of the lease and agrees to surrender the property within 3 days of eviction notice from landlord, at landlord's discretion.
- 11) Tenant agrees to abide by all Dade County rules and laws as relates to parking and living in the property.

  
\_\_\_\_\_  
Tenant

  
\_\_\_\_\_

PH # \_\_\_\_\_

## Notice to all Applicants

### Advisories from the County Attorney's Office

#### Advisory 1

A recent decision of the Third District Court of Appeal has ruled that zoning applications that are inconsistent with the Comprehensive Development Master Plan **cannot** be approved by a zoning board based upon considerations of fundamental fairness.

Applicants are advised that if their hearing request is inconsistent with the Comprehensive Development Master Plan and they decide to go forward with the public hearing they cannot be approved under considerations of fundamental fairness, but can only be denied or deferred.

#### Advisory 2

A panel of judges of the Third District Court of Appeal recently issued a statement that the standard for non-use variances in the Code of Miami-Dade County is legally insufficient. *Miami-Dade County v. Brennan*, 2001 WL 1472655 (Fla. 3<sup>rd</sup> DCA 2001). Although the Court was not in a position to issue a binding ruling, it is the opinion of the County Attorney's Office that any non-use variance issued under the present standard would be unlikely to be sustained if challenged in court. The County Attorney's Office is working with the Planning and Zoning Department's professional staff to develop a new standard that will address the Court's concerns. While the new standard is being developed, applicants are advised that any non-use variance granted under the existing standard is subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standard is developed.

By signing below the applicant acknowledges that they have read and understood this Notice.

Denise Catoira

Signature

10/2/02

Date

Denise Catoira

Print name

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